MARRIED WOMEN—REFORMATION OF DEED RELINQUISHING INCHOATE INTEREST IN HUSBAND'S PROPERTY.—The defendants, husband and wife, duly executed a mortgage on property belonging to the husband, to secure an indebtedness due from him to the plaintiff in this action. By mutual mistake of all the parties, a strip of land ten feet wide was omitted from the description of the premises. Plaintiff brings this action to obtain a reformation and foreclosure of the mortgage. *Held*, plaintiff is entitled to the relief demanded except as to the inchoate dower right of the wife. *Morris et al.* v. *Covey et al.* (Ark. 1912) 148 S. W. 257.

Prior to the statutes giving married women power to contract, the courts generally refused to reform the deed of a married woman on the ground that such a deed was a nullity. *Martin* v. *Hargardine*, 46 Ill. 322; *Bowden* v. *Bland*, 53 Ark. 53, 13 S. W. 420, 22 Am. St. Rep. 179; *Carr* v. *Williams*, 10 Ohio 305. Reformation is still refused where the defect is the omission of a statutory requisite necessary to the validity of the deed. *Hamar* v. *Medsker*, 60 Ind. 413. But where the mistake is merely in the description of the premises, at the present time reformation will generally be allowed. *Hamar* v. *Medsker, supra; Mills* v. *Driver*, 72 Ark. 534, 81 S. W. 1058; *Stevens* v. *Holman*, 112 Cal. 345, 53 Am. St. Rep. 216, 44 Pac. 670. Arkansas will also allow reformation against the wife when homestead rights are concerned. *Sledge & Norfleet Co.* v. *Craig*, 87 Ark. 371, 112 S. W. 892. But in the principal case the same court makes the exception of the wife's inchoate dower interest. The reason given is that "she was entirely without power to relinquish her dower except in the manner pointed out by statute," and therefore that a court of equity has no power to relinquish it for her. It seems, however, that the court has lost sight of the distinction, pointed out above, between mistakes affecting the validity of the deed and mere mistakes of description. There seems to be but one case in accord with the principal case, so decided on the broad ground that the deed of a married woman could not be reformed. *Martin* v. *Hargardine, supra*.. As we have seen, this broad rule is not law now. See in addition to cases cited above, *Bradshaw* v. *Atkins*, 110 Ill. 323. On the other hand, there seems to be but one case directly opposed to the principal case. *Dunn* v. *Tousey et al.*, 80 Ind. 288. This case recognizes the distinction between mistakes of description and mistakes going to the validity of the instrument, and holds that the same rule applies to the inchoate interests of the wife as to her vested property interests. The latter rule seems to be more in accord with the modern tendency of the laws relating to the rights and liabilities of married women.

MASTER AND SERVANT — ASSUMPTION OF RISK — NEGLECT OF STATUTORY DUTY.—Plaintiff, an employee of defendant company was injured by catching his clothing in an unguarded shafting. 1905 P. L. 355, provided that "All vats, pans, saws, planes, cogs, gearing, belting, fly wheels and machinery of every description shall be properly guarded." *Held*, "Where the negligence charged is failure to perform a statutory duty questions relating to assumption of risk do not arise. *Amino* v. *Jones & Laughlin Steel Co.* (Pa. 1912) 28 Atl. 780.